

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**TEAMSTER 700
OAK FOREST HEALTH FACILITIES
PUBLIC SAFETY OFFICER II AND INVESTIGATORS II**

AND

THE COUNTY OF COOK

DECEMBER 1, 2012 THRU NOVEMBER 30, 2017

EFFECTIVE

UPON APPROVAL OF THE COOK COUNTY BOARD OF COMMISSIONERS

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

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TABLE OF CONTENTS

	PREAMBLE	1
ARTICLE I	RECOGNITION OF BARGAINING AGENT	1
Section 1.1	Recognition of Bargaining Agent	1
Section 1.2	Fair Representation	1
Section 1.3	Conduct of Union Business	1
Section 1.4	Labor Management Meetings	1
ARTICLE II	MANAGEMENT RIGHTS	2
Section 2.1	Management Rights	2
ARTICLE III	PERSONNEL FILES	3
Section 3.1	Personnel Files	3
Section 3.2	Purges of Personnel/Disciplinary Files	3
Section 3.3	Personnel File Statutes	3
Section 3.4	Evaluations	3
ARTICLE IV	UNION SECURITY	3
Section 4.1	Dues Check-off	3
Section 4.2	Revocation of Dues Check-off	4
Section 4.3	Fair Share Payments	4
Section 4.4	Union Indemnification	5
Section 4.5	Deduction for Drive Fund	6
ARTICLE V	GRIEVANCE PROCEDURE	6
Section 5.1	Policy	6
Section 5.2	Definition of Grievance	6
Section 5.3	Grievance Procedure	6
Section 5.4	Impartial Arbitration	7
Section 5.5	Time Limits	8
Section 5.6	Stewards	8
Section 5.7	Union Representatives	8
ARTICLE VI	HOURS OF WORK AND OVERTIME	8
Section 6.1	Purpose	8
Section 6.2	Overtime	9
Section 6.3	Court Time	9
Section 6.4	Call-Back Pay	9
Section 6.5	Compensatory Time	9

TABLE OF CONTENTS **(Continued)**

Section 6.6	Shift Bids	10
ARTICLE VII	VACATION	10
Section 7.1	Eligibility	10
Section 7.2	Eligibility Year	10
Section 7.3	Vacation Accrual	10
Section 7.4	Vacation Pay	10
Section 7.5	Vacation Preference and Scheduling	11
Section 7.6	Accrued Benefits at Separation	11
Section 7.7	Prior Service Credit	12
ARTICLE VIII	HOLIDAYS	12
Section 8.1	Regular Holidays	12
Section 8.2	Eligibility	12
Section 8.3	Working Holidays	12
Section 8.4	Holidays and Vacations	13
Section 8.5	Failure to Report	13
Section 8.6	Holiday Pay	13
ARTICLE IX	SICK LEAVE	13
Section 9.1	Sick Pay	13
Section 9.2	Notification of Use of Sick Leave	13
Section 9.3	Medical Leave of Absence	14
ARTICLE X	LEAVE OF ABSENCE	14
Section 10.1	Bereavement Pay	14
Section 10.2	Jury Duty	14
Section 10.3	Election Day	14
Section 10.4	Education and Seminars	14
Section 10.5	Family Responsibility Leave	15
Section 10.6	Seniority on Leave	15
Section 10.7	Retention of Benefits	15
Section 10.8	Union Leave	15
Section 10.9	Military Leave	16
Section 10.10	Educational Leave	16
Section 10.11	Use of Benefit Time	16
ARTICLE XI	INSURANCE	16
Section 11.1	Hospitalization Insurance: Employees Contributions	16

TABLE OF CONTENTS (Continued)

Section 11.2	Disability Benefits	16
Section 11.3	Life Insurance	17
Section 11.4	Pension Plan	17
Section 11.5	Flexible Benefits Plan	17
ARTICLE II	SENIORITY	16
Section 12.1	Qualifying Period	16
Section 12.2	Transfer, Layoff and Recall	17
Section 12.3	Return to Represented Unit	18
Section 12.4	Seniority List	18
ARTICLE XIII	WAGES	18
Section 13.1	Wage Schedule	18
Section 13.2	General Wage Increases	18
Section 13.3	Shift Differential	19
Section 13.4	Tuition Reimbursement	19
ARTICLE XIV	DISCIPLINE	19
Section 14.1	Progressive Discipline	19
Section 14.2	Discipline Procedure	19
Section 14.3	Uniform Peace Officer's Disciplinary Act	20
ARTICLE XV	TRAINING	20
Section 15.1	Training in General	20
ARTICLE XVI	UNIFORM ALLOWANCE	20
Section 16.1	Uniform Allowance	20
Section 16.2	Safety Equipment	20
ARTICLE XVII	MISCELLANEOUS PROVISIONS	20
Section 17.1	Ratification and Amendment	20
Section 17.2	Bulletin Board	21
Section 17.3	Safety	21
Section 17.4	Public Safety Department Rules and Regulations	21
Section 17.5	Outside Employment	21
Section 17.6	Contracting and Subcontracting of Work	22
Section 17.7	Travel and Meeting Expense Allowances	22
Section 17.8	No Discrimination	22
Section 17.9	Identification Cards	22

TABLE OF CONTENTS
(continued)

ARTICLE XVIII	NO STRIKE/NO LOCKOUT	22
Section 18.1	No Strike	22
Section 18.2	Discipline of Violators	23
Section 18.3	Union Responsibility	23
Section 18.4	No Lock Out	23
ARTICLE XIX	SAVINGS CLAUSE	23
Section 19.1	Savings Clause	23
ARTICLE XX	Entire Agreement	23
Section 20.1	Entire Agreement	23
ARTICLE XXI	TERMINATION	24
Section 21.1	Termination	23
APPENDIX A		
APPENDIX C		

PREAMBLE

THIS AGREEMENT is entered into by and between THE COUNTY OF COOK ON BEHALF OF OAK FOREST HOSPITAL OF COOK COUNTY, hereinafter referred to as the Employer, and the TEAMSTERS LOCAL 700 hereinafter referred to as the Union, and is in recognition of the Union's status as the sole and exclusive representative of certain full time employees as set forth in Article I of this Agreement. The basic purpose of this Agreement is the promotion of harmonious relations between the parties, the establishment of an equitable and orderly procedure for resolving differences arising out of the employment relationship and the establishment of rates of pay, hours of work, and other conditions of employment for employees in the unit described in Article I hereof. It is understood by the parties that the unit may be modified subsequently under the procedures of the Illinois Public Labor Relations Act.

ARTICLE I RECOGNITION OF BARGAINING AGENT

Section 1.1 Recognition of Bargaining Agent:

The Employer agrees during the term of this Agreement to recognize the Union as a sole and exclusive bargaining agent with respect to wages, hours and conditions of employment for employees in the following unit:

Included: All full time police officers in the job classification of Public Safety Officer II and Investigator II employed at the Oak Forest Health Facilities.

Excluded: All supervisory, managerial and confidential employees and all other employees of the County of Cook employed at the Oak Forest Health Facilities.

Section 1.2 Fair Representation:

The Union recognizes its responsibility as the exclusive bargaining agent of all employees in the bargaining unit and agrees to fairly represent each and every employee regardless of whether they are members of the Union.

Section 1.3 Conduct of Union Business:

Union stewards may be permitted to conduct a reasonable amount of Union business during working hours without loss of pay. However, this shall in no way obligate the Employer for straight or overtime pay when the employee is conducting such business during the steward's non-work hours. The Union recognizes that no union business may be conducted during working hours if said business adversely affects the efficient operation of the Department.

Section 1.4 Labor-Management Meetings:

The Chapter and the Employer agree that, in the interest of efficient management and harmonious Employee relations, meetings will be held if mutually agreed between no more than two (2) Chapter2 representatives and the Director of Public Safety or his/her designee. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

- A. discussion on the implementation and general administration of this agreement;
- B. a sharing of general information of interest to the parties;
- C. safety and uniform/equipment issues; and
- D. review/discussion of existing and/or proposed policies, rules and regulations and changes to employee's current work duties or responsibilities.

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such conferences.

Attendance at labor-management conferences shall be voluntary on the employee's part. Attendance at such conferences shall not interfere with required duty time and attendance, if during duty time, is permitted only upon prior direction of the Director of Public Safety or his designee.

ARTICLE II MANAGEMENT RIGHTS

Section 2.1 Management Rights:

Except as specifically limited by the express provisions of this Agreement, The Employer retains all traditional rights to manage and direct the affairs of the Oak Forest Hospital Public Safety Department (Police and Fire Combined Services) in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine, increase or decrease the budget and all the operations, services, policies, practices and missions of the Oak Forest Hospital Public Safety Department (Police and Fire Combined Services); to supervise and direct the working forces including the right to utilize working supervisors; to establish the qualifications for employment; to schedule and assign work; to establish and eliminate specialty positions and to select personnel to fill them; to transfer and reassign employees; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods; to determine the methods, means, organization and number of personnel by which departmental operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate, promote or demote employees and to establish the standards for such promotions; to establish performance standards; to discipline, suspend and/or discharge non-probationary employees for cause, to determine fitness and training needs and to assign employees to training; to determine and implement internal investigation procedures; to increase or decrease the size of the work force; to take any and all actions as may be necessary to carry out the mission of the Employer and the Oak Forest Hospital Public Safety Department (Police and Fire Combined Services) in the event of civil emergency as may be declared by the Director of Oak Forest Hospital, the Director of Oak Forest Hospital Public Safety Department or their authorized designees, which may include, but are not limited to: riots, civil disorders, tornado conditions,

floods or other catastrophes or financial emergencies, and to suspend the terms of this Agreement during such civil emergency; and, to generally carry out the mission of Oak Forest Hospital, provided that all provisions of this Agreement shall be immediately reinstated once the disaster or emergency conditions cease to exist.

ARTICLE III PERSONNEL FILES

Section 3.1 Personnel Files:

The Employer shall maintain the employee's official personnel file. Such file may contain records generated by the Employer, copies of personnel transactions, correspondence with the employees, evaluation reports, and any other materials of the employee's professional activities. Any disciplinary action taken by the Employer against the affected employee shall be included in the personnel file. Employees may review their own personnel file during regular Employer business hours. The employee must provide reasonable notice to the Employer to schedule a date and time to comply with the request.

Section 3.2 Purge of Personnel/Disciplinary Files:

Upon the request of an employee or of the Union, verbal reprimands will be purged from an employee's record if the employee is free from the same or similar offense for twelve (12) consecutive months. Upon the request of the employee or of the Union, written reprimands will be purged from an employee's record if the employee is free from the same or similar offense for twenty-four (24) consecutive months.

Section 3.3 Personnel File Statutes:

The Employer agrees to abide by the lawful requirements of the "Access to Personnel Records Acts," set forth in the Illinois Compiled Statutes, 820 ILCS 40/2 et. seq.

Section 3.4 Evaluations:

The parties understand that covered employees will be evaluated on a periodic basis and may be counseled by the Employer and its designated supervisors. Covered employees will be shown all final written evaluations, and will have the opportunity to respond in accordance with the Cook County Department of Personnel Employee Performance Report Guide. All evaluations, along with any employee response, shall be placed in the employee's official personnel file. Copies of written evaluations shall be provided covered employees in accordance with the Cook County Department of Personnel Employee Performance Report Guide.

ARTICLE IV UNION SECURITY

Section 4.1 Dues Check-off:

The Employer agrees the Employer will deduct Union membership dues in an amount established by the Union and certified in writing to the Employer during the effective dates of this Agreement. Union membership dues will be deducted in each pay period for each employee in the bargaining

unit who has filed with the Employer a lawful, voluntary, effective dues deduction authorization form. Deductions will be made in each pay period beginning with the first full pay period commencing at least ten (10) working days following receipt by the Employer of the dues deduction check-off authorization form. Such authorization forms shall remain in effect until revoked.

Total deductions collected will be remitted at least monthly by the Employer to an official designated by the Union at an address that is provided as soon as payroll warrants are prepared and verified. The Union agrees to refund to the employee(s), or to the Employer if applicable, any amounts paid to the Union in error on account of this dues deduction provision.

Section 4.2 Revocation of Dues Check-off:

A Union member desiring to revoke the dues check-off may do so at any time upon written authorization to the Employer. Dues shall be withheld and remitted to the Union unless or until the Employer receives a notice of revocation of dues check-off from an employee, or notice of termination of employee's employment, or employee is no longer a member of the bargaining unit, or expiration of the time during which such withholding was authorized, or total amount withheld has been withheld, or there are insufficient funds available in the employee's earnings after deductions for withholding tax, state insurance and any other mandatory deductions required by law.

Section 4.3 Fair Share Payments:

On the effective date of this Agreement, if the unit has a majority of union members, as certified through the calculation of employees making dues deductions, non-union members employed in status positions in the unit, (including officers demoted to positions within the bargaining unit), who choose not to become members shall be required to pay a fair share fee not to exceed the amount of dues uniformly required of members. Such fair share fee by non-members, shall be deducted from the earnings of the non-member employee, and remitted to the Union, provided, however, the Union shall certify to the Employer the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment. Upon receipt of such certification, the Employer shall cooperate with the Union to ascertain the names of and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted.

Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, 50% of all fees being collected from non-union employees. The Union shall furnish the objectors and the Employer with verification of the terms of the escrow arrangement and, upon request, the status of the Fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be

distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.

If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Employer to change deductions from the earnings of non-members to said prescribed amount.

Such fair share provisions shall remain in effect for the duration of the Agreement.

If the bargaining unit does not have a majority of employees as union members, the exclusive bargaining agent may request an election of the bargaining unit employees to determine whether or not a fair share provision shall be applied to non-union members. Such election shall be conducted by a third party upon whom the parties can mutually agree. Any costs associated with the process shall be assumed by the exclusive representative. If it is determined, by the normal and standardized balloting and election procedures established by the third party that a majority of bargaining unit employees who vote favor the fair share provision, such fair share provision, subject to the same conditions listed above, shall be implemented on the pay period following the certification of election results. If the majority of employees in the bargaining unit do not favor the fair share provision, such provision shall not be implemented for the duration of the Agreement. However, if the Union has requested an election and failed to receive a majority in favor of fair share, the provisions of the following paragraph shall not be applicable for the duration of the Agreement.

If during the duration of the Agreement the exclusive representative can show that a majority of bargaining unit employees are union members through certification of employees making dues deduction, the fair share provision shall be implemented during the pay period following such certification and shall remain in effect for the duration of the Agreement.

Section 4.4 Union Indemnification:

The Union shall indemnify, defend and hold the Employer, its members, officials, agents or representatives or the Employer, its employees, agents, or representatives harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and costs, arising from any action taken or not taken by the Board, its members, officials, agents or Representative's, or the Employer, its employees, agents or representatives in complying with this Article or in reliance on any notice, letter, or written authorization forwarded to the Board or the Employer pursuant to this Article. The Union assumes full responsibility and liability for the disposition of monies deducted from the salaries of employees for Union dues by the Employer once the Employer has remitted such monies to the officer designated by the Union to receive such remittance. The Union shall promptly refund to the Employer any funds received pursuant to this Article which are in excess of the amount of dues which the Employer has agreed to deduct.

Nothing in this Article shall require the Employer to deduct Union fines, penalties, or special assessments from the salary of any employee.

The Employer shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than those constituting authorized deductions for Union dues from the salaries of employees who authorize such deductions.

Section 4.5 Deduction for Drive Fund:

The Employer agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number, and amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE V GRIEVANCE PROCEDURE

Section 5.1 Policy:

The provisions of this Article supplement and modify the provisions of the County's Grievance Procedure applicable to all employees.

Section 5.2 Definition of Grievance:

A grievance is a difference between an employee or the Union and the County with respect to the interpretation or application of, or compliance with, the agreed-upon provisions of this Agreement, the County's rules and regulations or disciplinary action.

Section 5.3 Grievance Procedure:

Recognizing that grievances should be raised and settled promptly, a grievance must be raised by the affected employee and/or the Union representative within thirty (30) calendar days after the occurrence of the event giving rise to the grievance, or within thirty (30) calendar days after the date when the employee or the Union Steward should have known of the event giving rise to the grievance, in accord with the following procedure (a working day shall not include Saturdays, Sundays, and holidays observed by the Employer).

The Union will send copies of grievances appeal or submitted at steps three and four to the County's Chief of Human Resources or his/her designee.

The steps and time limits of the grievance procedure are as follows:

Step	Time Limit for Step	To Whom Submitted	Meeting	Response
1	30 calendar days	Immediate Supervisor	5 days	5 days
2	5 calendar days	Hospital Director	5 days	10 days
3	10 calendar days	Director, H.R./Designee	30 days	30 days
4	10 calendar days	Arbitration	30 days	30 days

Section 5.4 Impartial Arbitration:

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration by giving written notice to the Director of Human Resources within ten (10) working days after receipt of the Director of Human Resources answer in Step Three.

- A. If the parties are unable to agree upon an arbitrator within ten (10) working days after The Employer's representative receives the notice of referral, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators, and all of whom shall maintain business offices in the States of Illinois, Indiana, Michigan, Wisconsin or Iowa. Upon receipt of the panel, the Union shall strike two names and The Employer shall then strike two names, and the person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators in its entirety and request that a new panel be submitted.
- B. The arbitrator shall be notified of his or her selection and shall be asked to set a time and a place for the hearing, subject to the availability of The Employer and Union representatives. Upon the request of either party, the arbitrator shall have the power to require the presence of a reasonable number of witnesses or documents.
- C. The arbitrator shall have no power, in his or her decision or award, to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. He or she shall consider and decide only the specific issue submitted to him or her as raised and presented in writing at Step One and shall have no authority to make his or her decision on any issue not so submitted. His or her decision shall be based solely upon an interpretation of the meaning or application of this Agreement to the facts of the grievance presented. More than one grievance may be submitted to the same arbitrator if both parties mutually

agree in writing. The arbitrator shall submit in writing his or her decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he or she shall determine an appropriate remedy. However, the arbitrator shall have no authority to make any decision or award which is in any way contrary to or inconsistent with the applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Nor shall the arbitrator have any authority to limit or interfere with the powers, duties and responsibilities of the Employer or the Board under applicable statutory and case law. Any decision or award of the arbitrator rendered consistent with this Article, shall be final and binding on the parties. The costs of the arbitration, including the fee and expenses of the arbitrator and the cost of the court reporter and a written transcript, if any, shall be divided equally between The Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

Section 5.5 Time Limits:

Time limits may be extended by mutual agreement in writing between the Union and the County.

Section 5.6 Stewards:

The Union will advise the County in writing of the names of the stewards for each shift agreed upon with the County and shall notify the County of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, stewards will be permitted to handle and process grievances in the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time.

Section 5.7 Union Representatives:

Duly authorized representatives of the Union will be permitted at reasonable times to enter the Hospital for purposes of handling grievances or discipline, or to observe conditions under which employees are working. These representatives will be identified to the Hospital's Director/designee in a manner suitable to the County, and on each occasion will first secure the approval of the Hospital Director/designee to enter the Hospital and conduct their business so as not to interfere with the operation of the Hospital. The Union will not abuse this privilege, and such right of entry shall at all-time be subject to general Hospital and medical office rules applicable to non-employees.

ARTICLE VI HOURS OF WORK AND OVERTIME

Section 6.1 Purpose:

This Article defines the normal hours of work, and establishes the basis for the calculation of overtime. It is not, however, a guarantee of hours of work per day, work period, month or year.

Covered employees will not be required to follow a regular rotation of shifts, however, this does not reflect upon management's rights of assignment as defined in Article II - Section 2.1.

The regular work day for covered employees shall be eight (8) hours.

Section 6.2. Overtime:

An employee shall be paid at one and one-half (1 ½) times their regular hourly rate of pay for hours worked beyond eight (8) hours in a work day or eighty (80) hours in any regular work period. When the occasion for overtime assignment arises as a result of a replacement of a bargaining unit member or because of a special detail, it shall be distributed in the following manner.

When the County has sixteen (16) hours or less notice, it shall be offered to the full time bargaining unit members who are working at the time such notice becomes available on the basis of seniority, with overtime being offered by seniority on a rotating basis beginning with the most senior employee. An employee who declines the overtime shall be counted as having worked the overtime and will be placed at the bottom of the rotation list. An employee who works the overtime will be placed on the bottom of the rotating list. The next most senior employee will then be at the top of the overtime rotation list.

When the County has over sixteen (16) hours' notice, the overtime shall be offered to the full time bargaining unit members on the basis of departmental seniority rotation.

Employees will be expected to perform any reasonable amount of overtime work assigned to them but in no case will any employee be required to work more than twelve (12) consecutive hours except in an emergency situation. The County shall maintain overtime records which shall be made available for inspection by the Union.

For purposes of this Article, hours worked shall mean hours actually worked and all authorized paid leave, except sick leave. Pay for overtime hours worked during the regular work period shall not be duplicated or pyramided.

The County shall refuse overtime that would result in more than 624 hours of an individual employee in a fiscal year, except for situations of operational necessity.

Section 6.3 Court Time:

An officer who is required by the Employer to be in court while off duty shall be compensated at one and one-half times his or her regular hourly rate of pay for hours spent on court time, with a minimum of three (3) hours compensated.

Section 6.4 Call-Back Pay:

If an employee covered by this Agreement is called back to work after completion of the regularly scheduled shift, the officer shall receive a minimum of three (3) hours compensation at one and one-half times the officer's straight time rate of pay. It shall not constitute a callback if the officer is required to remain on duty past the officer's regular tour of duty. Whenever an officer is required to report for duty prior to their regular tour of duty it shall be considered a callback only in the event that the hours of work are not continuous with the regular tour of duty.

Section 6.5 Compensatory Time:

The Employee has the option of requesting compensatory time in lieu of time and one-half (1 VI) pay. Such time shall be accumulated at time and one-half (1 VI).

All compensatory time earned would have a maximum cap of one hundred and sixty hours (160). All hours earned in excess of one hundred and sixty (160) shall be paid in cash).

Compensatory time off may be used in time blocks of one hour or more at a time mutually agreed upon by the employee and his/her supervisor.

Section 6.6 Shift Bids:

On an annual basis, the employer will assign shifts and days off to bargaining unit members based on seniority. The employer may temporarily reassign bargaining unit members to another shift or days off based on operational needs for no longer than 90 consecutive days. Shift assignments will be effective January 1 of each year

**ARTICLE VII
VACATION**

Section 7.1 Eligibility:

Vacations credit shall be earned each month during which the employee is in an active pay status for at least eighty (80) straight-time hours. The amount of paid vacation will be according to the following schedule.

<u>Years of Service Completed</u>	<u>Accrued Vacation</u>
1	3 weeks
5	4 weeks
10	5 weeks

Employees employed for six (6) months shall be entitled to one (1) week vacation with pay, which shall be deducted from the three (3) weeks' vacation with pay to which they are entitled after one (1) year.

Section 7.2 Eligibility Year:

An employee's vacation eligibility year shall be the twelve (12) month period immediately preceding the anniversary of his most recent date of hire. An employee must take the vacation to which he is entitled as of his most recent anniversary date during the next twenty-four (24) month period following the anniversary date. Vacations may not be carried over beyond such period, and an employee will not be compensated for vacation time not taken. Employees with more than twelve (12) months of service will be permitted to take vacation time off as it is earned.

Section 7.3 Vacation Accrual:

During the employee's first four (4) years of service, vacation credit will accrue at the rate of 1 1/4 days per month (1.16 days per accounting period); during the next five years at the rate of 1-2/3 days per month (1.54 days per accounting period); and thereafter at the rate of 2-1/2 days per month (1.93 days per accounting period). In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.

Section 7.4 Vacation Pay:

Vacation pay shall include shift differential pay for employees who have been regularly assigned to evening or night shifts for a period of at least four (4) months prior to the time the vacation is

taken. Employees so assigned to evening shifts for only a portion of their regular work week shall receive pro rata inclusion of shift premium in their vacation pay. Temporary assignments of such employees to the day shift shall not affect their right to receive such shift differential as part of their vacation pay.

Section 7.5 Vacation Preference and Scheduling:

By February 1st of each year Sergeant's and Investigator II's will submit their vacation preference by seniority for the months of April thru September year. Once submitted, the next senior Sergeant/Investigator II will select his/her vacation preference. This procedure will be followed until all Sergeants/Investigators have had a vacation selection. Only one Field Sergeant and one Special Services Investigator may be on vacation at a time from their unit. The results of the vacation selections will become effective no later than April 1.

In addition, the Employer agrees that by August 1st of each year, Sergeants, and Investigators II will submit their vacation preference by seniority for the months of October thru March. Once submitted, the next senior Sergeant/Investigator II will select his/her vacation preference. This procedure will be followed until all Sergeants/Investigators have had a vacation selection. Only one Field Sergeant and one Special Services Investigator may be on vacation at a time from their unit. The results of the vacation selection will become effective no later than October 1.

Once the final vacation schedule has been posted, any additional vacation requests will be granted on a first come first serve basis provided the employee has the vacation time already accrued. Insofar as practicable, vacations will be granted to meet the requests of employees if it does not interfere with department operations. Seniority will control conflicts between employees. Employees may not exercise seniority preference for a subsequent vacation choice more than once in a calendar year unless other employees involved have also previously used such preference. Employees shall provide at least 72-hours' notice prior of request for individual vacation day(s) to their supervisor (except in an emergency). Approval or denial will be submitted as soon as after their request is made, but in no case will the approval or denial will be submitted as soon as possible after the request is made, but in no case will the approval or denial be delayed for more than fifteen (15) days after the request is made.

Written requests will be approved or denied in writing on a first come basis consistent with numbers or employees who will be permitted to be on vacation at one time; approval or denial will be submitted as soon as possible after the request is made, but in no case will the approval or denial be delayed for more than fifteen (15) days after the request is made. All emergency requests will be granted whenever possible. Employees who begin work after March 1 or September 1 will be considered for that six (6) month period to have the least seniority for vacation purposes.

Section 7.6 Accrued Benefits at Separation:

Upon termination of employment, the employee shall be paid all vacation, holiday and overtime pay accrued through the last day worked, but shall not be paid for any accumulated sick time.

Section 7.7 Prior Service Credit:

Any covered employee who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation District of Greater Chicago and/or the Chicago Board of Education, or other County Agency, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit.

Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.

**ARTICLE VIII
HOLIDAYS**

Section 8.1 Regular Holidays:

The following are regular holidays:

New Year's Day
Presidents' Day
Memorial Day
Fourth of July
Columbus Day
Thanksgiving Day

Lincoln's Birthday
Martin Luther King's Birthday
Labor Day
Veterans Day
Christmas Day
Floating Holiday

In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday on December 1 of each year, which may be scheduled in accordance with the procedures for vacation selection set forth in Article VII, Section 7.5. If an employee elects not to schedule said day as provided above, the employee may request or use his/her floating holiday at any time during the fiscal year. Requests shall not be unreasonably denied. If an employee is required to work by the employer on a scheduled floating holiday, the employee shall be entitled to holiday pay pursuant to this Article.

Section 8.2 Eligibility:

To be eligible for holiday pay, an employee must satisfy each of the following requirements:

- a. The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee has a reasonable explanation for failing to report.
- b. The employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave during such period.

Section 8.3 Working Holidays:

Because the Employer operates Oak Forest Hospital every day of the year and it is not possible for all employees to be off duty the same day, the Employer has the right at its sole discretion to

require any employee to work on any of the holidays listed in Section 8.1. Any employee who works on a holiday shall receive one and one-half times the employee's regular hourly rate for the hours actually worked plus holiday pay at eight (8) hours pay, including shift premium, if applicable, at the same hourly rate.

It is understood that eight (8) hours of holiday time earned may be taken as holiday time off by mutual agreement between the immediate supervisor/watch commander and the employee. Requests for the use of accrued holiday time off shall not be unreasonably denied. In the case of conflicting requests for the use of holiday time off, seniority shall control.

Section 8.4 Holidays and Vacations:

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

Section 8.5 Failure to Report:

An employee scheduled to work on a holiday but who fails to report shall not be eligible for a paid holiday, unless the employee has a reasonable explanation for failing to report.

Section 8.6 Holiday Pay:

Employees eligible for holiday pay shall be paid eight (8) hours pay, including shift premium, if applicable, at their hourly rate.

**ARTICLE IX
SICK LEAVE**

Section 9.1 Sick Pay:

An employee shall accumulate sick pay credits at the rate of one (1) day for each month of service in which the employee works or is paid for at least ten (10) working days. Employees may accumulate and carry over to the next fiscal year a maximum of one hundred fifty (150) days. An employee will not earn sick pay credit while on leave of absence without pay, or during any period the employee is absent from work because of an occupational illness or injury. Employees using sick leave benefit will be paid at the straight time hourly rate, plus shift differential when applicable. Up to the employee's accumulated sick pay credits, an employee prevented from working because of the employee's illness in the employee's immediate family, shall be entitled to receive sick pay for each day the employee otherwise would have worked. Sick time is not to be used by employees as vacations or simply to take time off with pay, but employees shall not be disciplined for the bona fide use of sick time.

Section 9.2 Notification of Use of Sick Leave:

An employee using sick leave shall notify the watch commander at least two (2) hours prior to the employee's scheduled shift.

Section 9.3 Medical Leave of Absence:

Covered employees shall be entitled to leaves of absence for medical reasons as set forth in the Cook County Hospital Human Resources Rules and Regulations, where applicable.

**ARTICLE X LEAVES
OF ABSENCE**

Section 10.1 Bereavement Pay:

In the event of death in the immediate family or household, an employee who has completed the probationary period will be granted as an excused absence such time as reasonably may be needed in connection therewith. For purposes of this Article, an employee's immediate family includes mother, father, husband/wife, child (including step children and foster children), brothers/sisters, grandchildren/grandparents, spouse's parents or such persons who have reared the employee. Any of the days between the date of death and date of burial (both inclusive), plus any necessary travel time, on which the employee would have worked except for such death and on which he/she is excused from his/her regularly scheduled employment, shall be paid for at the regular straight-time hourly rate (including any applicable shift premium), provided, however, that such payment shall not exceed three (3) normal days' pay.

Section 10.2 Jury Duty:

In the event an employee is summoned for jury duty, which includes required reporting for jury when summoned, whether or not the employee is used as a juror, the Employer shall pay the employee the difference between the amounts received for each day's service and the employee's regular straight-time earnings for the days such employee would have been scheduled to work, but for such jury service. The employee shall notify his/her supervisor promptly upon receipt of the jury summons.

Section 10.3 Election Day:

An employee who is a registered voter will receive two (2) hours' time off (without pay) during his regular work day so that he/she may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) work days prior to the election.

Section 10.4 Education and Seminars:

When the County approves Investigators/Sergeants training, conventions or workshops, special time off without loss of pay shall be granted. The County will pay their expenses in accordance with its rules governing such expenses for all employees.

If all employees wishing to attend a particular training, convention, or workshops are not able to attend, selection shall be made by need and seniority.

All employees required to perform the duties of firefighter will be given training opportunities through State certified training courses.

Section 10.5 Family Responsibility Leave:

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head. In addition, an employee who has at least (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Insurance coverage shall be maintained in accordance with the Family Medical Leave Act ("FMLA") leave, up to twelve (12) weeks and meeting FMLA standards.

Section 10.6 Seniority on Leave:

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan), nor shall such period count toward an employee's entitlement to automatic progression in wage scale based on length of service. An employee returning from a leave of absence under this Article will be entitled to return to the same or comparable position held prior to commencement of such leave, if the employee has sufficient seniority, subject to applicable Federal or State laws.

Section 10.7 Retention of Benefits:

An employee will not earn sick pay or vacation credits while on leave of absence, except when absent from work because of an occupational illness or injury. An employee on leave of absence except for injured on duty (IOD) leave, maternity leave, or paternity leave or other leave as authorized by FMLA, will be required to pay the cost of the insurance benefits provided in Article XI in order to keep these benefits in full force and effect during the period of leave. An employee on maternity leave, paternity leave, or other leave as authorized by the FMLA, will be required to only pay that portion of insurance he/she paid prior to going on such leave. Arrangements for payment of such costs through normal deductions or otherwise must be made with the Hospital's Payroll Office prior to departure on the leave. For the failure to make such arrangement's, the County may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 10.8 Union Leave:

A leave of absence not to exceed one (1) year without pay will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Upon application within such year, such leave may be extended by mutual agreement of the Union and the County. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) working days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in this Article.

Section 10.9 Military Leave:

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights, in accordance with State and Federal laws.

An employee, who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year, or as extended in accordance with Cook County Policy on Military Leave.

Section 10.10 Educational Leave:

Upon request, a leave of absence for a period not to exceed one (1) year may be granted to a full-time employee with at least two (2) years of County service, if operational needs allow, in order that the employee may attend a recognized college, university, trade or technical school, or high school, provided that the course of instruction is logically related to the employee's employment opportunities with the County. Such leave shall not be arbitrarily or capriciously denied. Such leave may be extended for good cause and in accordance with the operational needs of the County.

Section 10.11 Use of Benefit Time:

Except where required by law, each employee covered by this Agreement shall not be required to use accumulated time prior to going on unpaid leave.

**ARTICLE XI
INSURANCE**

Section 11.1 Hospitalization Insurance: Employee Contributions:

The County shall provide employee and dependent health insurance benefits pursuant to the Cook County Health Care Plan Appendix C, and covered employees shall be responsible for co-payments and premiums as set forth in the attached document.

Section 11.2 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Worker's Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as a result thereof for no more than five (5) consecutive work days, may be allowed to use accrued sick leave for their days off; however, they shall not be permitted to apply for such sick leave until they have returned to work. Duty disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty Disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing his/her duties. Benefits amount to seventy-five percent (75 %) of the employee's salary at the time of injury, and begin the day after the date his/her salary stops; such benefits to be reduced by any Workers' Compensation paid by the County. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, provided they are in no-pay status at that date. If an employee receives accrued salary beyond the 31st day then disability payment will not begin until the 1st day the

employee is in no-pay status after the 30 days have expired. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the County otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty disability. A disabled employee is not required to be hospitalized at any institution operated by the County except as so ordered by the Industrial Commission. Since the County is responsible for the benefits payable in respect to duty disability due to occupational illness or injury, the County may monitor the medical services provided for an employee disabled due to occupational illness or injury. Disability benefits paid by the Annuity and Benefit Fund are subject to statutory limits.

Section 11.3 Life Insurance:

All covered employees shall be provided with life insurance, at the employer's expense, in an amount equal to the employee's annual salary. Employees shall be eligible to purchase additional life insurance, at the applicable group rate, in an amount equal to the employee's annual salary.

Section 11.4 Pension Plan:

The County Employees and Officers Annuity and Benefit Fund will be continued in effect for the duration of this Agreement and all employees of the County are required to become members of that Fund. The Fund will continue to provide employees with annual statements of their interests therein.

Section 11.5 Flexible Benefits Plan:

All covered employees shall be eligible to participate, at no cost to them, in any flexible benefits plan established by the County. Any such plan shall include segregated IRS accounts for child care and medical expenses.

**ARTICLE XI
SENIORITY**

Section 12.1 Qualifying Period:

An employee, who has been promoted to the position of Public Safety Officer II or Investigator II may be returned to his/her former job within six (6) months of said promotion, if the Employee does not demonstrate the ability and fitness to satisfactorily perform the job to which he/she has been promoted. Any such demotion shall be subject to the grievance procedure. An employee who has accepted a promotion into the represented unit may ask to return to his/her former job within ten (10) working days after commencing work in the new position. Upon completion of the qualifying period, the employee's seniority shall be computed as of the date of most recent hire.

Section 12.2 Transfer, Layoff and Recall:

In cases of promotion and transfer employees shall be given first preference in order of their seniority, as defined as time with the Department in a bargaining unit position, provided that the employee has the ability and fitness to perform the required work. In the event an opening occurs in a position within the bargaining unit, the employer shall post the position for fourteen (14) days. Any current member of the unit may bid on the position, which shall be awarded to the most senior who has the ability and fitness to perform the required work. In the event there is no successful bidder for the position, the employer may then accept applications from individuals outside the bargaining unit. In cases of a layoff or recall for a period in excess of five (5) calendar days, employees shall be laid off in reverse order of seniority and recalled in order of seniority; provided, however, that the County may retain a less senior employee if there is no employee with greater seniority who has the ability and fitness to perform the required work. The employer shall not hire any new employee prior to the recall of

current employees who have been laid off. The affected employees and the Local Union shall be given notice thereof at least thirty (30) days prior to the effective date.

Section 12.3 Return to Former Job:

In the event that an employee who is promoted or transferred to another job within the unit is unable to perform the duties of the new positions, the employee may be returned to their former position within sixty (60) days of their new assignment, without loss of seniority or any other benefit to which they are entitled. An employee who has accepted another position within the unit may request a return to his/her former position within sixty (60) days of the new assignment, without loss of seniority or any other benefit to which they are entitled.

Section 12.4 Seniority List:

On December 1st and June 1st of each year, the County will furnish each local union a list showing the name, number, address, classification and last hiring date of each employee. The County shall post a similar list without employee addresses. Within (30) calendar days after the date of posting, an employee must notify the County of any error in his/her last hiring date as it appears on that list or it will be considered correct. The County will furnish the union monthly reports of any changes to such list. After furnishing any such list an employee must notify the County of any error within (10) calendar days thereafter, or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the County as provided herein provided that no changes in the hiring dates furnished in the original list will be permitted. At least quarterly, the County shall notify the Union in writing of the following personnel transactions involving bargaining unit employees within each department and on a work location basis: new hires, promotions, demotions, check off revocations, layoffs, re-employments, leaves, returns from leave, suspensions, discharges, terminations, retirements and Social Security numbers.

**ARTICLE
XIII WAGES**

Section 13.1 Wage Schedule:

Employees shall be compensated in accordance with the wage schedules attached to this Agreement, as Appendix A

Section 13.2 General Wage Increases

All increases shall be effective the first full pay period following the dates below:

Effective the first full pay period on or after June 1, 2013 the pay rates for all classifications shall be increased 1.00%

Effective the first full pay period on or after June 1, 2014 the pay rates for all classifications shall be increased 1.50%

Effective the first full pay period on or after June 1, 2015 the pay rates for all classifications shall be increased 2.00%

Effective the first full pay period on or after December 1, 2015 the pay rates for all classifications shall be increased 2.00%

Effective the first full pay period on or after December 1, 2016 the pay rates for all classifications shall be increased 2.25%

Effective the first full pay period on or after November 30, 2017 the pay rates for all classifications shall be increased 2.00%

Section 13.3 Shift Differential:

Effective as of December 1, 1995, covered employees will be paid a premium of one dollar (\$1.00) per hour for all hours worked between 3 p.m. and 7 a.m. In addition, employees working a 12 midnight to 8 a.m. shift shall receive differential for the last hour worked as long as they remain incumbents of that shift.

Section 13.4 Tuition Reimbursement:

Based on available funds, an employee may request reimbursement up to an amount no greater than \$300.00 in a fiscal year for employment related course-work. Applications should be made through the Cook County Bureau of Human Resources.

**ARTICLE XIV
DISCIPLINE**

Section 14.1 Progressive Discipline:

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action shall include the following:

- A. Verbal reprimand
- B. Written reprimand
- C. Suspension (Notice to be given in writing)
- D. Discharge (Notice to be given in writing)

No employee shall be transferred or detailed for punitive reasons. Disciplinary action as set forth above may only be imposed upon an employee for just cause.

Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

Section 14.2 Discipline Procedure:

After the issuance of a verbal or written reprimand, the Employer shall meet with the employee and Union representative, if requested, for the purpose of advising the employee of the charges and reasons for the disciplinary action.

Employees who are to be or may be discharged or suspended for a period of more than thirty (30) days shall be subject to the procedures. Said employees are entitled to Union representation in any disciplinary proceedings consistent with the said procedures. Suspensions of thirty (30) days or less, written reprimands and verbal reprimands shall be appealable pursuant to Article V of this Agreement (Grievance Procedure).

Section 14.3 Uniform Peace Officer's Disciplinary Act:

The parties incorporate by reference all provisions of the Uniform Peace Officer's Disciplinary Act (Illinois Compiled Statutes 50ILCS 725/1 et seq and as modified). This incorporation by reference is not intended to nor does it act as a waiver of an employee's rights to Union representation in any steps of the disciplinary process including, but not limited to, an employee's rights as noted below.

In the event that an employee is called to an interview with the Department management in which the employee reasonably believes that he/she may be subject to disciplinary action, that employee shall have the right to obtain Union representation to be present at the interview, if the employee so desires.

**ARTICLE
XV
TRAINING**

Section 15.1 Training in General:

All covered employees assigned to training shall be given adequate notice of such training with a posting of the shift schedules. When training outside the Department is scheduled for Officers covered herein, said Officers shall be given as much notice as possible as The Employer receives notice from the training facilities.

Prior to the implementation of any new training (fire and/or police training), the Employer agrees to notify the Union of its intent to do so, and shall give the Union the opportunity to meet and discuss the training prior to said implementation.

**ARTICLE XVI
UNIFORM ALLOWANCE**

Section 16.1 Uniform Allowance:

The County agrees to provide all newly hired employees with new uniforms and equipment to perform their job. Thereafter, the County shall pay annually to all employees a clothing allowance of per year. Employees are responsible for the care, cleaning and maintenance of all uniforms and equipment.

Section 16.2 Safety Equipment:

The County will ensure that safety equipment and services meet the applicable requirements outlined by regulatory bodies such as OSHA, EPA, NIOSH, and NFPA.

**ARTICLE XVII
MISCELLANEOUS PROVISIONS**

Section 17.1 Ratification and Amendment:

This Agreement shall become effective when ratified by the Union and approved by the County Board of Commissioners, and when signed by authorized representatives thereof. This Agreement may be amended or modified during its term only with mutual written consent of both parties.

Section 17.2 Bulletin Board:

It is understood that the Union has the right to keep unit employees informed through the posting of Union notices. The Employer agrees to provide space in or proximate to the squad room and will install a Union bulletin board. This bulletin board will be used for posting Union notices of meetings and other items of official Union business, provided that the postings are of a non-inflammatory and non-political nature, after submitting them to the Director of Human Resources Services for approval.

Section 17.3 Safety:

The County shall endeavor to provide a safe and healthful work environment for all employees, including maintaining dependable equipment in working order. The County agrees to comply with all applicable state and federal laws. The parties shall share information adequately and fully in order to assure that health and safety issues are adequately addressed.

The County and the Union are committed to taking reasonable, necessary steps to limit and/or prevent the spread of communicable diseases in the workplace. Therefore, generally, the County agrees as follows:

1. To provide training and/or distribute written materials to employees regarding the protocols for preventing the spread of communicable diseases. The extent and level of training provided will vary based on the needs of the applicable entity.
2. To make professional medical counseling available to any employee who reasonably believes that she/he has become infected with TB, HIV or Hepatitis B during the course of his/her employment. The County shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substances, a Hepatitis B Immunoglobulin or a Hepatitis vaccine or TB screening test vaccine at no cost to the employee.

Section 17.4 Public Safety Department Rules and Regulations:

A copy of all existing policies, rules or regulations issued by the Director shall be provided to each member of the bargaining unit or posted. Any new or revised policies, rules or regulations issued by the Director shall be posted and circulated prior to their implementation.

The policies, rules and regulations of the Public Safety Department shall be fairly and equitably administered and enforced. Any employee shall have the right to appeal to the grievance procedure for violations of this clause.

Section 17.5 Outside Employment:

Officers desiring to engage in outside employment must apply in writing to the Director of Public Safety for permission. All outside employment is subject to approval by the Director of Public Safety, and such approval shall not be unreasonably withheld. The following general guidelines shall apply to all outside employment.

- A. Employees shall not work outside jobs involving gambling and the sale or distribution of alcoholic beverages or on the premises where such activity occurs.

- B. Any officer working for another police agency in the capacity of a sworn officer must obtain a hold harmless agreement indemnifying the Employer and the Board.
- C. Officers shall not wear or utilize any of the uniforms provided by the Employer during the course of any outside employment.

Section 17.6 Contracting and Subcontracting of Work:

It is the general policy of the County to continue to utilize its employees to perform work they are qualified to perform. The County may, however, subcontract where circumstances warrant. The County will advise the Union at least three (3) months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The County will work with the Union in making every reasonable effort to place adversely affected employees into other law enforcement/security positions within the Cook County Health Bureau.

Section 17.7 Travel and Meeting Expense Allowances:

Employees shall be reimbursed for official business-related expenses to the extent permitted by the County's Travel Reimbursement Policies, as may be amended. Cook County employees with prior permission of their Department Head may use private vehicles for County business and shall do so in accordance with Cook County Vehicle Policy Ordinance.

Section 17.8 No Discrimination:

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union. The County and the Union acknowledge that the County of Cook has adopted and implemented a human rights ordinance which will be complied with.

The parties agree that any violation of this Section, with the exception of violations involving Union membership, shall not be subject to the grievance procedure as set forth in this Agreement. Grievances not involving Union membership shall be handled according to the provisions of The Employer's published internal procedures for grievances alleging discrimination.

Section 17.9 Identification Cards:

The County agrees to provide all Chapter members, within sixty (60) days of the execution of this contract, identification cards similar to those issued to Cook County Hospital Security Officers. Such cards shall identify the employee as a commissioned peace officer, and as public safety officer of Oak Forest Hospital of Cook County.

**ARTICLE XVIII
NO STRIKE/NO LOCKOUT**

Section 18.1 No Strike:

During the life of this agreement or any extension thereof, the Union or any of its officers, agents, or representatives shall not directly or indirectly instigate, promote, cause, participate in or recognize nor

authorize employees to instigate, promote, cause, participate in or recognize any strike, job action, work stoppage, slowdown, interruption of work, picket line, secondary boycott, or other interference of any kind with operations. The Union shall fully support the Employer in maintaining operations. The Union acknowledges the Employer has the right to seek injunctive relief in the event the Employer feels the Union has violated this Article.

Section 18.2 Discipline of Violators:

Employees shall not instigate, promote, cause, participate in or recognize any strike, job action, work stoppage, interruption of work, picket line, secondary boycott, or other interference of any kind with operations whatsoever with or without the authority or support of the Union, any of its officers, agents, representatives, members. Any employee who violates this Article may be subject to discipline, up to and including discharge. In the event an employee is in violation of this Article, any benefits as outlined elsewhere in this agreement shall be suspended during the course of the strike or work stoppage, and the employee shall not be entitled to any accrual thereof during the period of any such strike or work stoppage.

Section 18.3 Union Responsibility:

Furthermore, in the event that an employee represented by the Union violates this Article, the Union shall immediately use its best efforts to terminate the continuance of such violation and to restore conditions to the status in which they existed prior to the violation. The Union shall post notices in conspicuous places where employees in the unit are most likely to see them, that express the Union's disapproval of employee(s) violation and to restore conditions to the status in which they existed prior to the violation.

Section 18.4 No Lock Out:

In consideration of the foregoing, the Employer agrees that during the term of this agreement it will not cause or participate in a lockout of bargaining unit employees.

**ARTICLE XIX
SAVINGS CLAUSE**

Section 19.1 Savings Clause:

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by virtue of legislative action or by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof so affected and the remaining provisions of this Agreement shall remain in full force and effect.

**ARTICLE XX
ENTIRE AGREEMENT**

Section 20.1 Entire Agreement:

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this agreement. If a past practice is not addressed in this Agreement, it may be changed by The Employer

as provided in the management rights clause, Article II. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. The Union specifically waives any right it may have to impact or effects bargaining for the life of this Agreement. The Agreement shall not supersede applicable Federal and State laws.

ARTICLE XXI TERMINATION

Section 21.1 Termination:

November 30, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail, or hand delivery, at least one hundred twenty (120) days prior to the termination date that it desires to modify this Agreement. The notice shall be considered as given as of the date shown on the post mark, or the date of hand deliver in which case a written, dated receipt shall be made. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date.

Executed this 28th day of October, 2015

After ratification by the Union's membership and after receiving official approval by the County Executive and the Board of the Employer.

COUNTY OF COOK:

BY: Toni Preckwinkle

TONI PRECKWINKLE
COOK COUNTY BOARD OF COMMISSIONERS

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

OCT 28 2015

ATTEST:

David D. Orr

COM _____

DAVID D. ORR
Cook County Clerk

UNION:

Teamsters Local 700, Oak Forest Hospital Public Safety Officers II & Investigators II

Becky Strzechowski

BECKY STRZECZOWSKI, President

Michael G. Melone

MICHAEL G. MELONE, Secretary Treasurer
Teamster Local #700

APPENDIX A

<u>JOB CODE</u>	<u>GRADE</u>	<u>TITLE</u>
2464	HS2	Public Safety Officer II
4100	HS3	Investigator II

EFFECTIVE JUNE 1, 2013

SCHEDULE XVII
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700 - OAK FOREST HEALTH CENTER SERGEANTS / INVESTIGATORS

<u>GD</u>		<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	AFTER 1 YR AT 1ST MAXIMUM RATE & 5 YRS SERVC	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
		<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>6TH</u> <u>STEP</u>	<u>7TH</u> <u>STEP</u>	<u>8TH</u> <u>STEP</u>	<u>9TH</u> <u>STEP</u>
HS2	Hourly	20.183	21.220	22.204	23.323	24.430	25.691	26.715	27.779	28.051
	Bi-Weekly	1,614.64	1,697.60	1,776.32	1,865.84	1,954.40	2,055.28	2,137.20	2,222.32	2,244.08
	Annual	41,981	44,138	46,184	48,512	50,814	53,437	55,567	57,780	58,346
HS3	Hourly	23.323	24.430	25.588	26.810	28.105	29.568	30.750	31.980	32.940
	Bi-Weekly	1,865.84	1,954.40	2,047.04	2,144.80	2,248.40	2,365.44	2,460.00	2,558.40	2,635.20
	Annual	48,512	50,814	53,223	55,765	58,458	61,501	63,960	66,518	68,515

EFFECTIVE JUNE 1, 2014

SCHEDULE XVII
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700 - OAK FOREST HEALTH CENTER SERGEANTS / INVESTIGATORS

<u>GD</u>		<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	AFTER 1 YR AT 1ST MAXIMUM RATE & 5 YRS SERVC	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
		<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>6TH</u> <u>STEP</u>	<u>7TH</u> <u>STEP</u>	<u>8TH</u> <u>STEP</u>	<u>9TH</u> <u>STEP</u>
HS2	Hourly	20.486	21.538	22.537	23.673	24.796	26.076	27.116	28.196	28.472
	Bi-Weekly	1,638.88	1,723.04	1,802.96	1,893.84	1,983.68	2,086.08	2,169.28	2,255.68	2,277.76
	Annual	42,611	44,799	46,877	49,240	51,576	54,238	56,401	58,648	59,222
HS3	Hourly	23.673	24.796	25.972	27.212	28.527	30.012	31.211	32.460	33.434
	Bi-Weekly	1,893.84	1,983.68	2,077.76	2,176.96	2,282.16	2,400.96	2,496.88	2,596.80	2,674.72
	Annual	49,240	51,576	54,022	56,601	59,336	62,425	64,919	67,517	69,543

EFFECTIVE JUNE 1, 2016

SCHEDULE XVII
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700 - OAK FOREST HEALTH CENTER SERGEANTS / INVESTIGATORS

<u>GD</u>		<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	AFTER 1	AFTER 1	AFTER 1	AFTER 1
		<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	YR AT 1ST MAXIMUM RATE & 5 YRS SERVC	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
HS2	Hourly	20.896	21.969	22.988	24.146	25.292	26.598	27.658	28.760	29.041
	Bi-Weekly	1,671.68	1,757.52	1,839.04	1,931.68	2,023.36	2,127.84	2,212.64	2,300.80	2,323.28
	Annual	43,464	45,696	47,815	50,224	52,607	55,324	57,529	59,821	60,405
HS3	Hourly	24.146	25.292	26.491	27.756	29.098	30.612	31.835	33.109	34.103
	Bi-Weekly	1,931.68	2,023.36	2,119.28	2,220.48	2,327.84	2,448.96	2,546.80	2,648.72	2,728.24
	Annual	50,224	52,607	55,101	57,732	60,524	63,673	66,217	68,867	70,934

EFFECTIVE DECEMBER 1, 2015

SCHEDULE XVII
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700 - OAK FOREST HEALTH CENTER SERGEANTS / INVESTIGATORS

<u>GD</u>		<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	AFTER 1 YR AT 1ST MAXIMUM RATE & 5 YRS SERVC	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
		<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>6TH</u> <u>STEP</u>	<u>7TH</u> <u>STEP</u>	<u>8TH</u> <u>STEP</u>	<u>9TH</u> <u>STEP</u>
HS2	Hourly	21.314	22.408	23.448	24.629	25.798	27.130	28.211	29.335	29.622
	Bi-Weekly	1,705.12	1,792.64	1,875.84	1,970.32	2,063.84	2,170.40	2,256.88	2,346.80	2,369.76
	Annual	44,333	46,609	48,772	51,228	53,660	56,430	58,679	61,017	61,614
HS3	Hourly	24.629	25.798	27.021	28.311	29.680	31.224	32.472	33.771	34.785
	Bi-Weekly	1,970.32	2,063.84	2,161.68	2,264.88	2,374.40	2,497.92	2,597.76	2,701.68	2,782.80
	Annual	51,228	53,660	56,204	58,887	61,734	64,946	67,542	70,244	72,353

EFFECTIVE DECEMBER 1, 2016

SCHEDULE XVII
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700 - OAK FOREST HEALTH CENTER SERGEANTS / INVESTIGATORS

<u>GD</u>		<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	AFTER 1 YR AT 1ST MAXIMUM RATE & 5 YRS SERVC	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
		<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>6TH</u> <u>STEP</u>	<u>7TH</u> <u>STEP</u>	<u>8TH</u> <u>STEP</u>	<u>9TH</u> <u>STEP</u>
HS2	Hourly	21.794	22.912	23.976	25.183	26.378	27.740	28.846	29.995	30.288
	Bi-Weekly	1,743.52	1,832.96	1,918.08	2,014.64	2,110.24	2,219.20	2,307.68	2,399.60	2,423.04
	Annual	45,332	47,657	49,870	52,381	54,866	57,699	60,000	62,390	62,999
HS3	Hourly	25.183	26.378	27.629	28.948	30.348	31.927	33.203	34.531	35.568
	Bi-Weekly	2,014.64	2,110.24	2,210.32	2,315.84	2,427.84	2,554.16	2,656.24	2,762.48	2,845.44
	Annual	52,381	54,866	57,468	60,212	63,124	66,408	69,062	71,824	73,981

EFFECTIVE JUNE 1, 2014

SCHEDULE XVII
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700 - OAK FOREST HEALTH CENTER SERGEANTS / INVESTIGATORS

<u>GD</u>		<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	AFTER 1 YR AT 1ST MAXIMUM RATE & 5 YRS SERVC	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
		<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>6TH</u> <u>STEP</u>	<u>7TH</u> <u>STEP</u>	<u>8TH</u> <u>STEP</u>	<u>9TH</u> <u>STEP</u>
HS2	Hourly	20.486	21.538	22.537	23.673	24.796	26.076	27.116	28.196	28.472
	Bi-Weekly	1,638.88	1,723.04	1,802.96	1,893.84	1,983.68	2,086.08	2,169.28	2,255.68	2,277.76
	Annual	42,611	44,799	46,877	49,240	51,576	54,238	56,401	58,648	59,222
HS3	Hourly	23.673	24.796	25.972	27.212	28.527	30.012	31.211	32.460	33.434
	Bi-Weekly	1,893.84	1,983.68	2,077.76	2,176.96	2,282.16	2,400.96	2,496.88	2,596.80	2,674.72
	Annual	49,240	51,576	54,022	56,601	59,336	62,425	64,919	67,517	69,543

EFFECTIVE JUNE 1, 2017

SCHEDULE XVII
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700 - OAK FOREST HEALTH CENTER SERGEANTS / INVESTIGATORS

<u>GD</u>		<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	AFTER 1 YR AT 1ST MAXIMUM RATE & 5 YRS SERVC	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
		<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>6TH</u> <u>STEP</u>	<u>7TH</u> <u>STEP</u>	<u>8TH</u> <u>STEP</u>	<u>9TH</u> <u>STEP</u>
HS2	Hourly	22.230	23.370	24.456	25.687	26.906	28.295	29.423	30.595	30.894
	Bi-Weekly	1,778.40	1,869.60	1,956.48	2,054.96	2,152.48	2,263.60	2,353.84	2,447.60	2,471.52
	Annual	46,238	48,610	50,868	53,429	55,964	58,854	61,200	63,638	64,260
HS3	Hourly	25.687	26.906	28.182	29.527	30.955	32.566	33.867	35.222	36.279
	Bi-Weekly	2,054.96	2,152.48	2,254.56	2,362.16	2,476.40	2,605.28	2,709.36	2,817.76	2,902.32
	Annual	53,429	55,964	58,619	61,416	64,386	67,737	70,443	73,262	75,460

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
DECEMBER 1, 2015 AND DECEMBER 1, 2016

Cook County Benefit Overview

HMO(s)	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
Classic Blue Option	In Effect	Eliminated
Out of Pocket Maximum	Drug Copays do not accumulate to OOP Max	All Copays accumulate to OOP Max
Out of Pocket Maximum	\$1,500 single / \$3,000 family	\$1,600 single / \$3,200 family
Inpatient Facility	\$100 copay per admit	\$100 copay per admit
Preventive	\$10 copay	\$0 copay (100% Covered)
Other PCP / Urgent Care	\$10 copay	\$15 copay
Specialists	\$10 copay	\$20 copay
X-Ray / Diagnostic tests (performed in lab or hospital)	\$0 copay	\$0 copay
Accident / illness	\$10 copay	\$15 copay
Emergency Room	\$40 copay	\$75 copay

PPO	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
Deductible and Out of Pocket Maximum	Copay and Deductibles do not accumulate to OOP Max	Copay and Deductibles do accumulate to OOP Max
Annual Deductible	\$125 / \$250 (Single / Family) 2x Out of Network	\$350 / \$700 (Single / Family) 2x Out of Network
Out of Pocket Maximum	\$1,500/\$3,000 (Single / Family) 2x Out of Network	\$1,600/\$3,200 (Single / Family) 2x Out of Network
Inpatient Facility	90% In network / 60% Out of network	90% In network / 60% Out of network
Preventive	90% coinsurance after \$25 copay / 60% Out of network	\$0 copay (100% Covered)

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
DECEMBER 1, 2015 AND DECEMBER 1, 2016

<i>PCP</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
<i>Specialists</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$35 copay / 60% Out of network
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	90% In network 60% Out of network	90% in network 60% Out of network
<i>Accident / Illness</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
<i>Emergency Room – In / Out of Network</i>	\$40 copay	\$75 copay

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
DECEMBER 1, 2015 AND DECEMBER 1, 2016**

Cook County Benefit Overview (Cont.)

Drug	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
<i>Prescription Drugs – Retail</i>	Generic: \$7 copay Brand Formulary: \$15 copay Brand Non-Formulary: \$25 copay Mail Order: 2 x retail	Generic: \$10 copay Brand Formulary: \$25 copay Brand Non-Formulary: \$40 copay Mail Order: 2 x retail
<i>Generic Step Therapy</i>	N/A	PBM's generic step therapy program
<i>Mandatory Maintenance Choice</i>	N/A	Mandatory mail-order for maintenance drugs

Vision	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
<i>Eye Examination</i>	\$0 copay Once per 12 months	\$0 copay Once per 12 months
<i>Eyeglass Lenses*</i>	\$0 copay standard uncoated plastic Once per 12 months	\$0 copay standard uncoated plastic Once per 12 months
<i>Frames</i>	\$0 copay up to \$100 / Amount over \$100 less 10% Once per 24 months	\$0 copay up to \$100 / Amount over \$100 less 10% Once per 24 months
<i>Contact Lenses*</i>	\$0 copay up to \$100 Once per 12 months	\$0 copay up to \$100 Once per 12 months

***Either eyeglass lenses OR contact lenses are covered every 12 months**

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
DECEMBER 1, 2015 AND DECEMBER 1, 2016**

Cook County Benefit Overview (Cont.)

Dental – HMO		Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
<i>Annual Deductible</i>		\$0 (None)	\$0 (None)
<i>Benefit Period Maximum</i>		None	None
<i>Preventive</i>		100% of Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19	Requires a Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19
<i>Basic Benefits</i>		Requires a copayment for each specific service; Copayments equal a discount of approximately 70%	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%
<i>Major Services</i>		Requires a copayment for each specific service; Copayments equal a discount of approximately 60%	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%
<i>Orthodontics</i>		Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19

Dental – PPO		Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
<i>Annual Deductible</i>		\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)	\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
DECEMBER 1, 2015 AND DECEMBER 1, 2016

<i>Preventive (2 exams / cleanings per Benefit Period)</i>	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Primary Services X-Rays Space Maintainers</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Restorative Services Routine Fillings</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Emergency Services</i>	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Endodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Periodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Oral Surgery</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Prosthetics</i>	50% of Maximum Allowance (In and out of network)	50% of Maximum Allowance (In and out of network)
<i>Orthodontics</i>	50% up to a lifetime max of \$1,250 (In and out of network)	50% up to a lifetime max of \$1,250 (In and out of network)

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
DECEMBER 1, 2015 AND DECEMBER 1, 2016

Cook County Benefit Overview (Cont.)
Employee Contributions – As a Percentage of Salary (Pre-Tax)

Blue Advantage HMO		Effective until 11/30/2015	Effective 12/1/2015	Effective 12/1/2016
Employee Only		0.50%	1.00%	1.50%
Employee + Spouse		1.00%	1.50%	2.00%
Employee + Child(ren)		0.75%	1.25%	1.75%
Employee + Family		1.25%	1.75%	2.25%

PPO		Effective until 11/30/2015	Effective 12/1/2015	Effective 12/1/2016
Employee Only		1.50%	2.00%	2.50%
Employee + Spouse		2.00%	2.50%	3.00%
Employee + Child(ren)		1.75%	2.25%	2.75%
Employee + Family		2.25%	2.75%	3.25%

Dental		Effective until 11/30/2015	Effective 12/1/2015	Effective 12/1/2016
HMO		\$0	\$0	\$0
PPO		\$0	\$0	\$0

Vision		Effective until 11/30/2015	Effective 12/1/2015	Effective 12/1/2016
Vision Plan		\$0	\$0	\$0